

REMARKS/ARGUMENTS

The Examiner's Action of September 13, 2005, has been received and reviewed by counsel for Assignee. Claims 18-32 were presented for examination, and all claims were rejected under 35 U.S.C. § 103 as unpatentable over *Ginter et al.* (U.S. 5,892,900), in view of *Horstmann et al.* (U.S. 6,009,401).

The invention described and claimed in this application relates to techniques for issuing software license keys to users in a manner which protects their personal or "client" information, helping assure privacy. In the preferred implementation of the system, for example as described in the specification and claimed in claim 18, the license-issuing computer, the selling computer, and the purchasing computer are coupled to communicate with each other, typically over a network. In the system, the seller computer requests information from the client, including client information, the desired product information, and program information. The information is then provided to the computer, and upon receiving it the seller computer transfers some of the information, but not the client information (the personal information) to the license-issuing computer. The license-issuing computer then issues a license key for the program specified, enabling the client to activate the software.

Importantly, in contrast with the cited references as discussed next, the system of this invention does not encrypt the data, or prevent copying of the data. It relies upon simply not providing the information to the license-issuing computer, so the license-issuing computer never has the information at all.

The *Ginter et al.* reference is a digital rights management type of reference. The *Ginter et al.* reference is directed primarily toward metering, monitoring, or preventing a user from making multiple copies of information. The goal of the *Ginter et al.* system is to provide a distribution environment in which the rights of the participants in the electronic commerce chain are protected. For example, the content provider knows that when the content is distributed using the system described in the *Ginter et al.* patent, only one copy of that information may be made by the recipient. The *Ginter et al.* system is, in effect, a classic digital rights management system, for example intended to preclude the multiple copies of a single work of art, such as music or movies by the recipient. *Ginter et al.* prevents the wholesale copyright infringement

which could occur if unprotected copies of copyrighted works were made available over the internet.

Importantly, *Ginter et al.* does not teach the use of a purchasing computer, a selling computer, and a license-issuing computer in which the seller computer does not provide all of the information to the license-issuing computer. This limitation is present in one form or another in all of the claims of the pending application herein. *Ginter et al.* does not teach the idea of providing information to a first computer (the selling computer in the claimed invention) and then filtering that information to provide a certain portion of it to the license-issuing computer. It does not teach the idea of providing information to a first computer (the selling computer in the claimed invention) and then filtering that information to provide a certain portion of it to the license-issuing computer. *Ginter et al.* addresses itself toward providing the information to a recipient computer, but including in that information various techniques, notably various encryption techniques, to prevent multiple copies of the information by the receiving system.

In the Examiner's Action, claim 18, for example, was rejected based upon *Ginter et al.*, column 43:20-55, 47:20-55, 196:45-67, and 197:1-5. The citation to column 47 is to a portion of the specification of *Ginter et al.* in which agreements are made among various participants in the distribution environment. For example, there is discussion about how the content creator and the distributor may establish the price to the distributor for the content creator's content, and the number of copies that the distributor may distribute to end users. Generally, column 47 discusses the ability of the system described in the '900 patent to restrict copying of distributed information.

The citation to column 43 is quite similar. As described there, the system "collectively controls use of VDE (virtual distribution environment) controlled information...to collectively control use of database, document, individual commercial product...." These control mechanisms are stated to be shipped with the content itself, again to help preclude unauthorized reproduction of the distributed material.

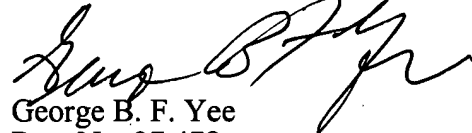
At column 196 there is a discussion of event methods and audit trails, but nothing is said with respect to multiple computers and the preclusion of forwarding certain information from one computer to another. At column 197 a discussion is provided of the event methods and

how privacy filters may be implemented by precluding confidential user information from being written to particular data structures. The event method shown in Figure 53a appears unrelated to the particular system described and claimed in Applicants' specification. Figure 53a seems to relate to the EVENT method. According to the specification, the EVENT method provides a mapping between use events and atomic elements. There is apparently an EVENT method for each different set of atomic elements defined for an object, for example for metering relating to billing. The EVENT methods are said to provide two functions of mapping an accessed event into a set of zero or more atomic elements and providing information to one or more meter methods for metering object usage. As such, counsel believes that the EVENT methods are in essence another mechanism for assuring a limited number of copies, or only an authorized number of copies from being made of a particular protected document or other work. In contrast, as discussed above, in Applicants' system, the information is not metered or monitored.

The other reference relied upon by the Examiner, *Horstmann et al.*, does address the relicensing of electronically-purchased software. The gist of *Horstmann et al.*, as counsel understands it, is the ability of a system which has once had a particular software product on it to reacquire that software product as "relicensed." Such a system enables users to upgrade their computers and re-download software they had acquired earlier because the system had maintained a record of their prior license. Nothing in *Horstmann et al.*, however, teaches protection of the customer's personal information as described and claimed in the claims presented for examination herein.

For the reasons discussed above, counsel believes all claims are patentable over the cited references. If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 650-324-6303 (direct).

Respectfully submitted,



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